

**CITY OF MIDDLETOWN
PURCHASING OFFICE
MUNICIPAL BUILDING
245 DEKOVEN DRIVE
MIDDLETOWN, CT. 06457
(860) 638-4895**



CONTRACT DOCUMENTS

**BID #2014-023
ROAD MATERIALS AND SCREENINGS AT VARIOUS LOCATIONS**

**VARIOUS DEPARTMENTS
Middletown, Connecticut**

BID OPENING: Thursday, October 9, 2014 at 11:00 am

QUESTIONS: Contact the Purchasing Office IN WRITING:

Email: purchase@middletownct.gov

Fax: 860-638-1995

**DONNA L. IMME, CPPB
SUPERVISOR OF PURCHASES**

**CARL R. ERLACHER
DIRECTOR OF FINANCE AND REVENUE SERVICES**

The contract documents for the contract entitled:

BID #2014-023 ROAD MATERIALS AND SCREENINGS AT VARIOUS LOCATIONS

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**INVITATION TO BID
CITY OF MIDDLETOWN**

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Municipal Building, Room 112, Middletown, Connecticut, will be received until **Thursday, October 9, 2014 at 11:00 am** for the following:

**BID #2014-023
ROAD MATERIALS AND SCREENINGS AT VARIOUS LOCATIONS
VARIOUS DEPARTMENTS**

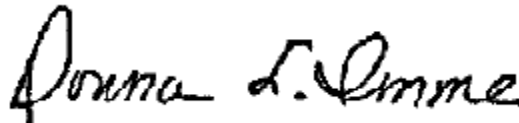
Bid documents may be obtained at the Purchasing Office, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT., Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. **for a fee of \$.50 per page.** It is **preferred** that they are downloaded **free of charge on the City of Middletown web site: www.MiddletownCT.gov.**

All questions concerning this bid should be directed in writing to the office of the Supervisor of Purchases by facsimile at (860) 638-1995 or by email at purchase@MiddletownCT.gov.

Bids will be publicly opened and read aloud in **Room B-19**, Municipal Building, Middletown, Connecticut. **All bids shall be submitted on the designated forms and marked as noted in the Information for Bidders.**

The City of Middletown reserves the right to waive any defect or any irregularity in any bid and reserves the right to reject any or all bids or any part thereof. Bids, amendments to bids or withdrawals of bids received after the time set for the bid opening will not be considered. All bids and proposals are subject to, and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Dated: 09/11/2014
Middletown, Connecticut



Donna L. Imme, CPPB
Supervisor of Purchases

INFORMATION FOR BIDDERS

1. Date and Place for Opening Proposals - Pursuant to the "Invitation to Bidders", sealed proposals for performing the work will be received by the Purchasing Department, at the time and place set forth therein with the award to be made as soon thereafter as practicable.

Bids received prior to the date set for receipt will be securely kept sealed. All bids received by the time set for receipt will be opened by the Supervisor of Purchases and read publicly at the exact time set for receipt irrespective of any irregularities therein. Bidders and or their representative and any interested public may be present.

2. Printed Form for Proposals - All proposals must be made upon the blank proposal form as attached hereto: should give unit prices, both in words and figures; must be signed and acknowledged by the bidder where indicated on the proposal form; submitted in a sealed envelope using our Bid Return Label provided as named in the Invitation to Bidders.

3. Omissions and Discrepancies - Should a bidder find discrepancies or omissions from the Contract Documents or should he doubt their meaning, he should immediately notify the Engineer, who may send written instructions to all bidders. **Bidder must type or use black pen at all times.**

4. Acceptance or Rejection of Proposals - **The City reserves the right to accept or reject any or all proposals.** Without limiting the generality of the foregoing, any proposal which is incomplete, obscure or irregular may be rejected; any proposal having erasures or corrections on the proposal sheet may be rejected; any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal containing modifications or changes to the price sheet may be rejected; any proposal in which unit prices are obviously unbalanced may be rejected or for **any other**

reason deemed to be in the best interest of the City of Middletown to do so.

5. Acceptance of Proposals and the Effect - Within thirty (30) calendar days after the opening of the proposals, the City will act upon them. The acceptance of a proposal will be a notice of acceptance, in writing, signed by the Supervisor of Purchases, and no other act shall constitute the acceptance of a proposal. The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth within number 6 below, making him responsible and liable for failure to execute as prescribed.

6. Time for Executing Contract and Damages for Failure to Execute - Any bidder whose proposal shall be accepted will be required to appear at the office, where directed to appear in notice of acceptance, in person, or duly authorized representative of a firm or corporation, to execute the contract within ten (10) days, including Saturdays and Sundays, of the date of mailing of a notice, stating that the award has been made to him or his firm. Failure or neglect to do so shall constitute a breach of contract for which the City may cancel the notice of acceptance, award of bid to someone else, or rebid the entire project as well as sue for damages.

The damages for such a breach of contract will include but not be limited to the loss of any awarding of work to him and other items whose accurate amount will be difficult or impossible to compute, and all other damages recoverable at law and in equity.

7. Determination of Lowest Responsible Bidder/Award - Except where the Owner exercises the right herein to reject any or all proposals, the contract will be awarded by the owner to the "Lowest Responsible Bidder", as determined under the factors to be considered

under section 78-8, as amended, of the Middletown Code of Ordinances.

It is the intent of the City of Middletown to award the contract(s) on a **unit price** basis to the lowest responsible bidder(s) submitting the lowest fixed cost per unit, complying with these specifications provided sufficient funds are available to award the contract.

However, the City of Middletown shall reserve the right to make a single award based on total lowest cost for all items, **or to award in whichever way is to be deemed in the best interest of the City.**

8. Term of Contract and Work Order Time Frame - **The term of this contract shall be for a period of twenty-four (24) months commencing on or after November 1, 2014 and terminating on October 31, 2016.**

Materials shall be furnished on an "as needed" basis for the duration of the contract as authorized upon receipt of an approved purchase order.

9. Partial Bids - Bidders may submit a bid on one item or all items listed in the proposal pages. Partial bids will be considered for award.

10. Prices - In the event of discrepancy between the prices quoted in the proposal in words and those in figures, the words shall control. The prices are to include the furnishing of all materials (unless otherwise specified), plant, equipment tools and all other facilities (unless otherwise specified), together with the necessary labor and services to service the City pursuant to this contract.

11. Invoicing and Payment - The bidder shall provide itemized invoices to each participating department on a monthly basis. The invoice shall document the quantity of material provided and the unit price charged. The Department Director shall then review and approve the invoice and forward same to the

Finance Department for payment. Payment shall then be made to the bidder no sooner than ten (10) consecutive calendar days from the date the invoice is received by the Finance Department as approved by the Department Director. Terms shall be **Net thirty (30) days** from receipt of invoice unless specified otherwise.

12. Interpretations and Addenda - **No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.** Every request for an interpretation shall be made **in writing**, addressed and forwarded to the Supervisor of Purchases, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut, 06457. **Questions may be sent via facsimile to (860) 638-1995 or email to purchase@middletownct.gov.**

To receive consideration, such questions shall be submitted in writing by **Wednesday, October 1, 2014 by 3:00 pm.** If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Supervisor of Purchases will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. At least five days prior to the receipt of bids, a copy of these Addenda will be posted to our website at www.MiddletownCT.gov. **It is the responsibility of each bidder visit and acknowledges all addenda's and updated information that is posted on our website.** Non-receipt of said addenda shall **not** excuse

compliance with said addenda. No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

Again, it is the responsibility of each bidder to visit our website at www.middletownct.gov to determine whether any addenda have been issued and posted and if so whether he/she has received a copy of each.

13. Insurance - The selected Bidder shall be required to provide a "Certificate of Insurance" as specified in the attachment entitled Insurance Requirements for suppliers with said certificate to be issued by an approved security company licensed to transact business in the State of Connecticut. The Bidder shall be required to provide evidence of such insurance coverage to the Supervisor of Purchases within ten (10) calendar days from receipt of Notice of Award. Evidence of such insurance coverage and City approval shall be required prior to the execution of the contract.

14. Condition Necessary to Complete Contract to Satisfaction of the City of Middletown - The City shall designate the time, place and amounts of work to be done so as to meet all stipulations as set forth in the Contract Documents. Any contractual agreement made herein between the Bidder and the City shall not restrict the City from utilizing other sources of materials and services. If the City chooses to utilize other sources of materials and/or services, this shall not act to negate or void the contract; nor shall employment of such materials or services be used as a basis for the contract or to abandon his responsibilities as set forth within this contract or to be used as a claim for damages set forth within the Contract Documents.

15. Termination of Agreement - The City of Middletown reserves the right, if it determines it to be in the best interests of the City to do so, to terminate this Agreement at the end of any full month. If the City exercises this right, it

shall terminate this Agreement by giving thirty (30) days advance written notice to the bidder of such termination in the month in which the termination is to take effect, and in such event, the bidder shall be compensated at the bid unit prices for only those items delivered up to the end of that month at which time this contract shall terminate.

16. Excise and Sales Tax - Purchases made by the City of Middletown are exempt from the payment of Federal Excise and Connecticut Sales taxes. Such taxes must not be included in the bid prices. Exception certificates will be provided at the vendor's request.

17. Quantities - The quantities specified herein are approximate **only** and **are not guaranteed**. They are included to provide the bidder with an estimate of the City's annual requirements pursuant to this contract and to provide a uniform basis for the comparison of bids.

The City of Middletown shall reserve the right to increase or decrease the actual quantities required or may delete items at the time the contract is awarded or any time thereafter without prejudice toward bid unit prices if to do so is in the City's best interest.

18. Time for Performance -

A. **Items authorized for delivery by the City, by purchase order shall be delivered within forty-eight (48) hours of said authorization.**

B. Failure to meet such required delivery time shall constitute default on delivery and breach of contract and the Owner may then authorize procurement of such equipment/material from the most expeditious alternate source available to them.

C. All excess expenses charged for alternate procurement of defaulted delivery under this contract shall be deducted from monies due the successful bidder on this contract. If no monies are due, then the bidder shall pay to the Owner the difference between

the contract price and what the Owner must pay to obtain the item from said alternate source.

19. Delivery Terms - All road materials to be purchased shall be delivered Free on Board hereinafter referred to as **FOB, City of Middletown to that location specified on the purchase order.**

20. Firm Pricing - Bid unit prices shall be fixed for the contract period of twenty-four (24) months in accordance with the contract term specified herein.

21. Substitutions - Substitutions of any item specified shall not be acceptable to the City of Middletown without prior written authorization.

22. Extension Option - The City of Middletown reserves the right to renew the contract for up to one additional year provided that existing contract pricing will be held firm for the additional contract period, if to do so is mutually acceptable to the parties. Authorization to renew the contract shall be subject to the approval of the Supervisor of Purchases who shall prepare a written amendment to the contract for the Mayor's signature. No other act shall serve as authorization for renewal.

23. Corrections to Bids - Corrections, erasures, additions and or other modifications to the bid form must be noted and initialed by the bidder.

24. Conditional or Qualified Bids - A conditional or qualified bid will not be accepted.

25. Bid Tabulation - A bid tabulation will be furnished to any bidder upon receipt of a self-addressed, stamped envelope which may be submitted with the bid form or forwarded under separate cover. Bid results are also published on the city's web site as soon as possible after the bid opening and a thorough review by the purchasing department as to the accuracy of the unit prices and totals submitted by the vendors. www.middletownct.gov

26. Assignment of Antitrust Claims - The contractor or subcontractor offers and agrees to assign to the City of Middletown all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, §15 U.S.C. § 15, as amended, or under Chapter 624 of the General Statutes of Connecticut, as amended, arising out of the purchase of services, property, commodities or intangibles of any kind pursuant to a purchase contract or subcontract made by the City of Middletown. This assignment shall be made and become effective at the time the City of Middletown awards or accepts such contract, without further acknowledgment by the parties. (5-14-93)

27. Americans With Disabilities Act - The contractor / service provider, in performing this agreement, will at all times, comply with the provisions of Title II, the nondiscrimination and access requirements, of the Americans with Disabilities Act.

28. Subcontract - The bidder(s) awarded this contract shall not subcontract this contract in whole or part without the prior written authorization of the City of Middletown.

BID ATTACHMENT

CHAPTER 78

SECTION 78-8-M BID PREFERENCE FOR LOCAL VENDORS.

1. Definitions: as used in this section, the following terms shall have the meanings indicated:

CITY-BASED BUSINESS- A business with a principal place of business located within the City of Middletown. A business shall not be considered a City-based business unless evidence satisfactory to the purchasing Supervisor has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Middletown. Such evidence may include evidence of ownership of or a long-term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

PROJECT- All bids, and all quotes solicited for purchases exempted from bidding pursuant to § 78-8, as amended, except requests for proposal and contracts for professional services pursuant to § 78-10, as amended.

2. On any project the lowest responsible bidder shall be determined in the following order:

- a. City-based bidders.

- (1) On projects the cost of which are one million dollars total contract price or less, any City-based bidder which has submitted a bid not more than 10% higher than the low bid, provided such City-based bidder

agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 10% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

- (2) On projects the cost of which are over \$1,000,000 but less than \$5,000,000 total contract price, any City-based bidder which has submitted a bid not more than 5% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 5% higher than the low bid and has agreed to accept the award of the bid at the amount, of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

- (3) On projects the cost of which are over \$5,000,000 total contract price, and City-based bidder which has submitted a bid not more than 3% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 3% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the

lowest bid.

- b. The low bidder. (2/8/78,
12/2/02)

CHAPTER 26, CONTRACTS

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

- A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex (including pregnancy), transgender status, gender identity or expression, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, union

membership, genetic history, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the protected groups) present or past history of mental or physical disability, or sexual orientation in any manner prohibited by the laws of the United States or of the State of Connecticut or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

- B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or

supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13)

ARTICLE III ADEQUATE DELIVERY OF SERVICE

26-11 Provisions to be incorporated

All service contracts entered into for the benefit of the citizens of Middletown between the City of Middletown and contractors shall incorporate the following provisions:

- A. A description of the services provided under the contract.
- B. The name, address, and proof of agreement between a second agency which could step in at a moment's notice should the contracting agency not be able to fulfill its designated service.
- C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the City.
- D. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. (11/1/02)

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
BID ATTACHMENT**

AFFIDAVIT OF LOCAL VENDOR

I, _____ being duly sworn,
Vendor Name

make affidavit and say that I own and operate

Business Name and Address

which is the bona fide principal place of business for

_____.
Business Name

Evidence of ownership and principal place of business is attached to this affidavit and may include:

(Check the one which applies.)

- _____ 1. Copy of canceled check for payment of personal property taxes on the business to be utilized in performance of the Bid.
- _____ 2. Copy of long term lease of the real estate from which the principal place of business is operated.

Vendor Name

STATE OF CONNECTICUT:

ss. Middletown, CT

COUNTY OF MIDDLESEX:

Personally appeared, _____,
Vendor Name

owner of _____, signer and sealer
Business Name

of the foregoing instrument and acknowledged the truth of the foregoing, before me.

Notary Public: _____

My Commission Expires: _____

BID #2014-023
ROAD MATERIALS AND SCREENINGS AT VARIOUS LOCATIONS
VARIOUS DEPARTMENTS

GENERAL SPECIFICATIONS

The City of Middletown will accept bids from interested suppliers to furnish and deliver various road materials as required by various City departments to include but not limited to the following departments:

- **Public Works Department,**
- **Water and Sewer Department**

Materials required include the following:

- Bank Run Gravel for road reconstruction, picked up and delivered;
- Crushed Stone
- Process Aggregate
- Bituminous Concrete Mixtures
- Sand Bedding, picked up and delivered
- City Approved Topsoil, picked up and delivered
- Screened Topsoil, picked up and delivered
- SCREENINGS to be picked up at the bidders plant and or delivered to the following locations:
 - Middletown City Garage, 485 Washington Street, Middletown, CT
 - Various City locations to be determined on an "as needed" basis.

Road materials furnished pursuant to this contract shall be provided in compliance with the material specifications, incorporated herein, in the unit of measure indicated. Materials shall be furnished on an "as needed basis" for the duration of the contract. The quantities specified are approximate only as determined by the engineer's estimate as shown below.

It is the intent of the City to establish a term contract for the purchase of the above listed road materials with fixed unit pricing for a contract term of **twenty-four (24) months to commence on or after November 1, 2014 and terminating on October 31, 2016.**

Unit of Measure: The unit of measure bid shall be per ton or per cubic yard as detailed in proposal pages. Unit pricing for delivered materials shall include transportation, equipment, materials, labor and fuel oil required with the material to be delivered via the bidder's truck.

BID #2014-023 ROAD MATERIALS AND SCREENINGS AT VARIOUS LOCATIONS

MATERIAL SPECIFICATIONS

BANK RUN GRAVEL

WORK TO BE DONE: The work required pursuant to this contract shall include the excavation, loading and hauling of gravel material to the sites as specified, when the bidder's vehicles are used. The work only includes the excavation and loading of gravel material when using the City's vehicles.

A. Purpose - The purpose of this contract for gravel material is to provide necessary construction material, when and where specified, of the required amounts to facilitate the completion of construction.

B. Quantity - The City of Middletown reserves the right to determine the amounts to be delivered at any specified time through a mutual agreement of both parties.

C. Material - Gravel material shall consist of sound, tough, durable particles of crushed or uncrushed gravel free from soft, thin, elongated, or laminated pieces and vegetable or other deleterious substances. It shall be hard and durable enough to resist weathering, traffic abrasion, and crushing. It shall meet the following gradation requirements for Gravel Class A or Class C, Article M.02.06 of the State of Connecticut Department of Transportation "Standard Specifications for Roads, Bridges, & Incidental Construction", Form 816.

<u>Square Mesh Sieve</u>	<u>Percent Passing by Weight</u>	
	<u>Class A</u>	<u>Class C</u>
Pass 5"	-----	-----
Pass 3 1/2"	100	-----
Pass 1 1/2"	55-100	100
Pass 3/4"	-----	45-80
Pass 1/4"	25-60	25-60
Pass #10	15-45	15-45
Pass #40	5-25	5-25
Pass #100	0-10	0-10
Pass #200	0-5	0-5

The material may be bank-run or any ingredients may be added to meet the gradation requirements.

D. Placement - Gravel material shall be placed at the sites as designated by the Owner and at the times specified.

E. Measurement and Payment - Equipment used to haul the gravel material shall be measured to determine its carrying capacity in terms of tons. All measurements shall be taken at water level of truck bodies and nothing extra for heaped loads. These results multiplied by the weight carried by each vehicle shall be used with the unit price bid per ton to compute the monthly payment made to the bidder. The City reserves the right to measure by cross-sectioning the source before excavation is undertaken. In case of dispute, vehicles shall be weighed empty and then loaded to compute the carrying capacity by weight for each vehicle. Tonnage will be determined by use of a certified scale to calculate the actual weight of each load.

F. Sieve Analysis - The bidder shall furnish the City a copy of the sieve analysis, with their bid, of the gravel to be furnished to the City. The material tested shall meet the gradation for gravel as specified in Item C, above. The City may request additional sieve analysis as it deems necessary throughout the term of the contract. If subsequent sieve analysis of the gravel fails to meet the standard, the bidder shall be responsible for paying for the sieve analysis and any other testing methods that may be required to determine the conformance of the materials to these specifications.

¾" and 1 ¼" CRUSHED STONE

WORK TO BE DONE: The work required pursuant to this contract shall include the excavation, processing, loading and hauling of crushed stone to the sites within the limits of the City as requested by the ordering Department when then bidder's vehicles are used. The work only included the excavation, processing and loading of crushed stone when the owner's vehicles are used.

A. Purpose: The purpose of this contract for crushed stone is to provide the necessary construction materials, when and where specified in the required amounts to facilitate the completion of construction.

B. Quantity: The City of Middletown reserves the right to revise the quantities specified and to determine the amounts to be delivered at any specified time through a mutual agreement of both parties.

C. Material: The gradation of the crushed stone shall be as specified. It shall meet the following gradation requirements for crushed or broken stone as contained in M.01.01 of the State of Connecticut Department of Transportation "Standard Specifications for Roads, Bridges, & Incidental Construction" Form 816.

Square Mesh Sieve	Percent Passing By Weight	
	¾" (#6)	1 ¼" (#4)
Pass 2 1/2"	--	--
Pass 2"	--	100
Pass 1 1/2"	--	90-100
Pass 1"	100	20-55
Pass 3/4 "	90 -100	0-15
Pass ½"	20 - 55	--
Pass 3/8"	0 – 15	0-5
No. 4	0 – 5	--
No. 8	--	--

D. Placement: Crushed stone shall be placed at the sites designated by the owner and at the times specified

E. Measurement and Payment: Equipment used to haul the material shall be measured to determine its capacity in terms of tons. All measurements shall be taken at the water level of the truck body and nothing extra for heaped loads. These results multiplied by the weight carried by each vehicle shall be used with the unit cost per ton to compute the payment made to the bidder on a monthly basis. The City of Middletown reserves the right to measure by cross sectioning the source before excavation is undertaken. In case of dispute, the vehicles shall be weighed empty and then loaded to compute the carrying capacity by weight for each vehicle. Tonnage will be determined by use of certified scale to calculate the actual weight of each load.

F. Sieve Analysis: The bidder shall furnish the City a copy of the sieve analysis with their bid of the materials to be furnish to the City. The material tested shall meet the gradation as specified in item C above. The City

may request additional sieve analysis as it deems necessary throughout the term of the contract. If subsequent sieve analysis fails to meet the standard the bidder shall be responsible for paying for the sieve analysis and for any other testing methods that may be required to determine the conformance of the material to these specifications.

**MEDIUM AND COURSE PROCESS AGGREGATE
(aka ¾" and 1 ¼" Process Stone)**

WORK TO BE DONE: The work required pursuant to this contract shall include the excavation, processing, loading and hauling of medium and coarse process aggregate (aka ¾" and 1 ¼" Process Stone) to the sites within the limits of the City as requested by the ordering Department when the bidder's vehicles are used. The work only included the excavation, processing and loading of medium and coarse process aggregate when the owner's vehicles are used.

A. Purpose: The purpose of this contract for medium and coarse process aggregate is to provide the necessary construction materials, when and where specified in the required amounts to facilitate the completion of construction.

B. Quantity: The City of Middletown reserves the right to revise the quantities specified and to determine the amounts to be delivered at any specified time through a mutual agreement of both parties.

C. Material: The gradation of coarse process aggregate shall be as specified in Section **M.05** of the State of Connecticut Department of Transportation "Standard Specifications for Roads, Bridges, & Incidental Construction" Form 816. **Gradation for medium aggregate which is shown below is described in Specifications for Processed Aggregate Reference File No. 163-J revised June 26, 2001 of the Connecticut Department of Transportation Bureau of Engineering and Highway Operations.**

Square Mesh Sieves (in.)	Percent Passing by Weight	
	Medium	Coarse
2 1/2	--	100
2	--	95-100
1 ½	100	--
1	90-100	--
¾	75-100	50-75
½	30-60	25-45
#40	5-25	5-20
#100	3-12	2-12

D. Placement: The medium and coarse process aggregate shall be placed at the sites designated by the owner and at the times specified

E. Measurement and Payment: Equipment used to haul the material shall be measured to determine its capacity in terms of tons. All measurements shall be taken at the water level of the truck body and nothing extra for heaped loads. These results multiplied by the weight carried by each vehicle shall be used with the unit cost per ton to compute the payment made to the bidder on a monthly basis. g the source before excavation is undertaken. In case of dispute, the vehicles shall be weighed empty and then loaded to compute

the carrying capacity by weight for each vehicle. Tonnage will be determined by use of certified scale to calculate the actual weight of each load.

F. Sieve Analysis: The bidder shall furnish the City a copy of the sieve analysis with their bid of the materials to be furnished to the City. The material tested shall meet the gradation as specified in item C above. The City may request additional sieve analysis as it deems necessary throughout the term of the contract. If subsequent sieve analysis fails to meet the standard the bidder shall be responsible for paying for the sieve analysis and for any other testing methods that may be required to determine the conformance of the material to these specifications.

CLASS 1, CLASS 2, CLASS 4 AND CLASS 5B (COLD PATCH) BITUMINOUS CONCRETE MIXTURES

WORK TO BE DONE: The work required pursuant to this contract shall include the processing and loading of Class 1, Class 2, Class 4 and Class 5B Bituminous Concrete mixtures for the City as requested by the ordering Department when the bidder's vehicles are used.

A. Purpose: The purpose of this contract for various classes of bituminous concrete mixtures is to provide the necessary construction materials, when and where specified in the required amounts to facilitate the completion of construction.

B. Quantity: The City reserves the right to revise the quantities specified and to determine the amounts to be delivered at any specified time through a mutual agreement of both parties.

C. Material: The gradation of bituminous concrete mixtures shall be as specified in Section M.04 and M.04.03 of the State of Connecticut Department of Transportation "Standard Specifications for Roads, Bridges, & Incidental Construction" Form 816.

D. Placement: The bidder shall provide locations within or immediately adjacent to the boundaries of the City of Middletown for the acquisition of such materials at no additional cost. Cold patch shall be delivered to the site specified by the owner at the time of order.

E. Measurement and Payment: Equipment used to haul the material shall be measured to determine its capacity in terms of tons. All measurements shall be taken at the water level of the truck body and nothing extra for heaped loads. These results multiplied by the weight carried by each vehicle shall be used with the unit cost per ton to compute the payment made to the bidder on a monthly basis. In case of dispute, the vehicles shall be weighed empty and then loaded to compute the carrying capacity by weight for each vehicle. Tonnage will be determined by use of certified scale to calculate the actual weight of each load

F. Sieve Analysis The bidder shall furnish the City a copy of the sieve analysis with their bid of the materials to be furnished to the City. The material tested shall meet the gradation as specified in item C above. The City may request additional sieve analysis as it deems necessary throughout the term of the contract. If subsequent sieve analysis fails to meet the standard the bidder shall be responsible for paying for the sieve analysis and for any other testing methods that may be required to determine the conformance of the material to these specifications

SAND BEDDING

WORK TO BE DONE - The work shall include the excavation, loading and hauling of sand bedding material to the specified sites when the bidder's vehicles are used. The work includes only the excavation and loading when the Owner's vehicles are used.

A. Purpose - The purpose of this contract for sand bedding material is to provide the necessary sand bedding, when and where specified, in the required amounts to facilitate the completion of construction.

B. Notification - The City of Middletown reserves the right to specify the time and place of delivery by giving the bidder a notice 48 hours prior to the delivery time.

C. Quantity - The City of Middletown reserves the right to determine the amounts to be delivered at any specified time through a mutual agreement of both parties.

D. Material – Sand Bedding material shall consist of clean, hard, durable, uncoated particles of Quartz or other rock free from lumps of clay, soft or flaky material, loam organic or other injurious material. In no case shall sand containing lumps of frozen materials be used.

It shall meet the following gradation requirements for Sand Bedding Article M.08.01-21 of the State of Connecticut Department of Transportation "Standard Specifications for Roads, Bridges, & Incidental Construction", Form 816:

<u>Square Mesh Sieve</u>	<u>Percent Passing by Weight</u>
Pass 3/8 "	100
Pass #200	0-10

E. Placement – Sand bedding material shall be placed at the sites as designated by the Owner and at the times specified.

F. Measurement and Payment - Equipment used to haul the sand bedding material shall be measured to determine its carrying capacity in terms of cubic yards. All measurements shall be taken at water level of truck bodies and nothing extra for heaped loads. These results multiplied by the number of loads carried by each vehicle shall be used with the unit price bid per cubic yard to compute the payment made to the bidder on a monthly basis. The City of Middletown reserves the right to measure by cross-sectioning the source before excavation is undertaken.

G. Material Sample - Bidders may be required to submit samples of the sand bedding to be furnished at the City's request. If required, bidders shall be responsible for all costs associated with the delivery and removal of the samples. Samples are to be marked samples provided in a suitable container in a quantity sufficient for the City to make an evaluation. Sample containers shall be marked with the name of the bidder, material enclosed and bid number. All samples shall be submitted to the individual department requesting said samples. The City of Middletown shall make the final determination regarding the conformance of proposed sand bedding to these specification, and suitability for its intended purpose and shall reject any sample that does not meet the specification.

H. Testing - Bidders are advised that the City may require additional testing of the sand bedding at any time over the term of the contract to determine compliance to these specifications. If testing is required, the

bidder shall furnish material samples to the City to be tested at a laboratory of the City's choice. Testing costs will be **bidder's responsibility** if the material is found not to be in compliance with the specifications. Testing costs shall be the responsibility of the **City** if the material is found to be in compliance with the specifications.

TOPSOIL

WORK TO BE DONE - The work shall include the excavation, loading and hauling of topsoil material to the specified sites when the bidder's vehicles are used. The work includes only the excavation and loading when the Owner's vehicles are used.

A. Purpose - The purpose of this contract for topsoil material is to provide the necessary topsoil, when and where specified, in the required amounts to facilitate the completion of construction.

B. Notification - The City of Middletown reserves the right to specify the time and place of delivery by giving the bidder a notice 48 hours prior to the delivery time.

C. Quantity - The City of Middletown reserves the right to determine the amounts to be delivered at any specified time through a mutual agreement of both parties.

D. Material - Topsoil material shall consist of loose, friable sandy loam topsoil free of admixture of subsoil, refuse, stumps, roots, rocks, brush, weeds, and other material which will prevent the formation of a suitable seed bed. The term loam used herein shall mean that portion of the soil profile defined technically as the "A" horizon by the Soil Science Society of America. It shall contain not less than three percent (3%) nor more than twenty percent (20%) organic matter as determined by loss-on-ignition of oven-dried samples drawn by the Owner.

The texture shall be a loam or sandy loam determined from oven-dried samples drawn by the Owner. Loam shall be free of stone 1 ¼" inches in overall dimensions. Prior to stripping, the loam shall have demonstrated from by the occurrence upon it of healthy crops, grass or other plant growth that it is of good quality and reasonably free-draining.

E. Placement - Topsoil material shall be placed at the sites as designated by the Owner and at the times specified.

F. Measurement and Payment - Equipment used to haul the topsoil material shall be measured to determine its carrying capacity in terms of cubic yards. All measurements shall be taken at water level of truck bodies and nothing extra for heaped loads. These results multiplied by the number of loads carried by each vehicle shall be used with the unit price bid per cubic yard to compute the payment made to the bidder on a monthly basis. The City of Middletown reserves the right to measure by cross-sectioning the source before excavation is undertaken.

G. Material Sample - Bidders may be required to submit samples of the topsoil and screened topsoil to be furnished at the City's request. If required, bidders shall be responsible for all costs associated with the delivery and removal of the samples. Samples are to be marked samples provided in a suitable container in a quantity sufficient for the City to make an evaluation. Sample containers shall be marked with the name of the bidder, material enclosed and bid number. All samples shall be submitted to the individual department requesting said samples.

The City of Middletown shall make the final determination regarding the conformance of proposed topsoil to these specification, and suitability for its intended purpose and shall reject any sample that does not meet the specification.

H. Testing - Bidders are advised that the City may require additional testing of both the topsoil and screened topsoil at any time over the term of the contract to determine compliance to these specifications. If testing is required, the bidder shall furnish material samples to the City to be tested at a laboratory of the City's choice. Testing costs will be **bidder's responsibility** if the material is found not to be in compliance with the specifications. Testing costs shall be the responsibility of the **City** if the material is found to be in compliance with the specifications.

SCREENED TOPSOIL

Screened topsoil shall meet all of the conditions of topsoil, specified herein, with the exception of the size of stone. The City is requesting pricing for both $\frac{1}{4}$ " maximum stone size and $\frac{3}{8}$ " maximum stone size **in overall** dimensions.

The bidder shall provide the City with a soil analysis of the screened topsoil to be furnished upon request. If required this soil sample shall test the levels of the following materials: nitrogen, potassium and phosphorus. **The bidder shall be responsible for any costs associated with the soil analysis.**

SCREENINGS

WORK TO BE DONE: The work required pursuant to this contract shall include the excavation, loading and hauling of screenings to the sites as specified, when the bidder's vehicles are used. The work only includes the excavation and loading of gravel material when the Owner's vehicles are used.

A. Notification - The City of Middletown shall reserve the right to specify the time and place of delivery by giving the bidder forty-eight (48) hours' notice prior to the required delivery time.

B. Material - The material used for screenings shall be broken or crushed basalt trap rock meeting the gradation requirements for "screenings", Article M.01.01 of the State of Connecticut Department of Transportation "Standard Specifications for Roads, Bridges, & Incidental Construction", Form 816.

C. Placement - Screenings shall be placed where directed at the sites by the Supervisor at the site or loaded into City provided trucks at the bidder's plant.

D. Measurement and Payment - Screenings shall be measured by the price per ton to be used to compute payment to the bidder on a monthly basis based upon the quantity of material furnished.

E. Material Sample - All bidders may be required to submit samples of the proposed screenings at the City's request. All bidders shall be responsible for the delivery and removal of any requested sample. The cost of sample delivery and removal shall be the bidder's responsibility. All samples are to be marked samples and shall be provided in a suitable container in a quantity sufficient to make an evaluation. The container must be marked with the bidder's name, material enclosed and bid number. All samples shall be submitted to the individual department requesting said samples. The City shall make the final determination regarding the conformance of the proposed screenings to the specification and suitability for its intended purpose and shall reserve the right to reject any sample that does not meet the specifications.

GENERAL CONDITIONS

Article 1. Indemnification:

To the fullest extent permitted by law, the Bidder agrees to indemnify and hold harmless the City of Middletown, its officers agents, servants and employees against any and all liability, judgments, costs, expenses, attorney's fees and other loss, and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with any act or omission of the Bidder in the performance or lack of performance of the services required under this contract.

Article 2. Bidder's Claim for Damage:

If the bidder claims compensation for any damage alleged to have been sustained by reason of any negligent act or omission of the owner or any of his agents, he shall, within one week after the sustaining of such damage, make a written statement to the City of Middletown of the nature of the damage sustained, file with the City of Middletown an itemized statement of the details and amounts of such damage; and unless such statement shall be made as required. his claim for compensation shall be forfeited and invalid, and he shall not be entitled to payment on account of any such damage. Even if properly presented, the City may reject any claim not considered valid.

Article 3. Conditions Under Which the Owner May Complete:

If the work to be done under this contract shall be abandoned, or if this contract, or any part thereof, shall be sublet without the previous written consent of the City of Middletown, or if the contract or any claim thereunder shall be assigned by the bidder otherwise than as herein specified, or if at any time the City of Middletown shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the bidder has violated any of the provisions of this contract or that the work is not being done in an acceptable workmanlike manner as determined by the City of Middletown, the City of Middletown may notify the bidder to discontinue all work or such part thereof as the owner may designate; and thereupon, by contract or otherwise, as they may determine, complete the work or such part thereof, and charge the expense thereof to the bidder, and may take possession of and use, or cause to be used, in the completion of the work, any of such materials, machinery, implements, and tools or every description as may be found upon the line of said work.

The City of Middletown may, instead of notifying the bidder to discontinue all work or such part thereof, notify him, from time to time, to increase the force employed on the whole or any part of the work, stating the amount of such increase required, and unless he shall, within ten days after such notice, increase his force to the extent required therein, and maintain such increased force from day to day until the completion of the work or such part thereof, or until the conditions as to the rate of progress may employ and direct the labors of such additional force as may, in the opinion of the City of Middletown be necessary to insure the completion of the work or such part thereof to the bidder. Neither the notice from the City of Middletown to the bidder to increase his force nor the employment of additional force by the City of Middletown, shall be held to prevent a subsequent notice of the City of Middletown to him to discontinue work under the provisions of the proceeding portion of the Article.

Article 4. Last Payment to Terminate Liability to the Owner:

Neither the City or any of its agents shall be held responsible to pay any monies, except those as provided within the contract documents. Acceptance by the bidder of any payment shall release the City or its agents from any and all claims and liabilities of the bidder for any act or neglect of the City or its agents relating to or

affecting the work during that period covering the payment.

Article 5. The Contract Sum:

The contract sum specified in the contract documents under the applicable items includes all state and local sales, use occupations cross receipts and other similar taxes and license fees, all of which are to be paid by the bidder. Said contract sum also includes, and the bidder shall pay, the contributions measured by wages of his employees and wages of any subcontractor's employees, required by the Social Security Act and the Public Laws of the State in which the work is done and shall accept exclusive liability for said contributions. The bidder further shall indemnify and hold harmless the City, its officers, agents, servants and employees on account of any contributions measured by the wages as aforesaid of employees of the bidder and his subcontractor assessed against the City under authority of said Act and Public Laws of the State.

Article 6. Presidential Executive Order 11246:

This contract is subject to the provisions of Presidential Executive Order 11246 of President Lyndon B. Johnson promulgated September 24, 1965 as amended by Presidential Executive Order 11375 of President Lyndon B. Johnson promulgated October 13, 1967, which is incorporated by reference within the Affirmative Action Plan of the City of Middletown adopted by the Common Council on January 5, 1976; and, as such, this contract may be canceled, terminated or suspended by the Mayor of the City of Middletown for violation of or noncompliance with said Executive Order 11246, or any municipal, state, or federal law concerning nondiscrimination. The parties to this contract, as part of the consideration hereof, agree that the Presidential Executive Order 11246 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Mayor of the City of Middletown or the Mayor's designee, shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the contract is completed or terminated prior to completion.

Article 7. Changes in the work:

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner, by a work order.

Article 8. Connecticut General Statutes Section 31-286a, as amended:

All bidders are required to conform to C.G.C. Section 31-286a, as amended, concerning worker's compensation insurance requirements for Contractors on Public Works projects. The bidder shall submit with his/her bid a completed and notarized C.G.S. Section 31-286a, as amended, Conformance Form.

SPECIAL CONDITIONS

1. Intent - The intent of this contract is to obtain materials suitable for street maintenance and construction projects as required by the City of Middletown for the contract term specified herein. However, the City of Middletown shall reserve the right to obtain similar materials through alternate sources to include; the State-Aid program, contractors working on other City projects or may acquire materials through their own sources.

2. Materials Certification - All materials furnished to the City of Middletown pursuant to this contract must be approved by the Director of Public Works or his representative or agent.

The bidder shall be required to certify that the furnished materials meet the applicable Connecticut State Highway Department specifications, known as Form 816, entitled "Standard Specifications for Roads, Bridges and Incidental Construction." **The certification may be in the form of a letter signed and dated by the principal of the bidder on the bidder's letterhead and must be submitted with the bid.**

The City of Middletown reserves the right to purchase road materials from other sources, without first utilizing the prices of the successful bidder herein. However, the City will exercise this option only when such materials are being purchased at a lower price.

3. Performance - The City of Middletown is not requesting that any security be furnished by the bidder to the City of Middletown under this contract. However, during the period covered by this contract, as set forth by the City, satisfactory performance will be **expected** of the successful bidder; and if in the judgment of the Public Works Department, such work has ceased to be satisfactory, the City of Middletown reserves the right to terminate this contract at that time.

4. Excessive Travel/ Mileage (Picked Up Materials Only) – When a given material is to be picked up by the City at the vendor's plant, the distance from the City's Highway Garage (City Yard), 485 Washington Street, Middletown, CT to the vendor's plant **MUST BE** within 15 miles, to be calculated by Mapquest as the "shortest route". Vendors shall identify the plant where each of these materials will be picked-up.

BID PROPOSAL PAGES

Issue Date: **09/11/2014** Reply Date: **Thursday, October 9, 2014 at 11:00 am**

To Supervisor of Purchases
City of Middletown
Municipal Building - Room 112
245 DeKoven Drive
Middletown, CT 06457

We the undersigned have examined all of the proposed work to be undertaken and have read all of the information to bidders, material, specifications, general conditions, special conditions and related contract documents and propose and agree to contract with the City of Middletown to provide all necessary labor machinery, tools, apparatus, equipment and other means of labor and do all the work and furnish all materials as described in this document for the following unit costs based upon the Engineer's Estimate. The contract term is for a period of **twenty-four (24) months to commence on or after November 1, 2014 and terminating on October 31, 2016.**

It is understood and agreed that the prices bid for unit quantities for road materials shall control in any contract awarded hereon, that the quantities noted are approximate only, being estimated solely for the purpose of comparing bids; and that the products obtained above by multiplying the unit price bid by the estimated quantities, and the total of those products are computed solely for the purpose of checking this proposal and for the convenience of the Bidder. The City of Middletown reserves the right to increase or decrease the actual quantities required without prejudice towards the bid price if to do so is in the cities best interest.

THE BID MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED

NAME OF COMPANY

SIGNATURE AND TITLE

We acknowledge receipt of the following addendum, ONLY IF APPLICABLE:

Addendum # _____ Date _____

Addendum # _____ Date _____

#	QTY	ITEM DESCRIPTION	UNIT PRICING	EXTENSION
1.	400 TONS	BANK RUN GRAVEL- GRADATION A PICKED UP AT SOURCE BY CITY TRUCKS UNIT PRICE PER TON	\$_____	\$_____
2..	400 TONS	BANK RUN GRAVEL - GRADATION A DELIVERED UNIT PRICE PER TON	\$_____	\$_____
3.	2,000 TONS	BANK RUN GRAVEL - GRADATION C PICKED UP AT SOURCE BY CITY TRUCKS UNIT PRICE PER TON	\$_____	\$_____
4.	5,000 TONS	BANK RUN GRAVEL - GRADATION C DELIVERED UNIT PRICE PER TON	\$_____	\$_____
5.	1,200 TONS	¾ " CRUSHED STONE PICKED UP AT SOURCE BY CITY TRUCKS UNIT PRICE PER TON	\$_____	\$_____
6.	6,000 TONS	¾ "CRUSHED STONE DELIVERED UNIT PRICE PER TON	\$_____	\$_____
7.	200 TONS	1 1/4" CRUSHED STONE PICKED UP AT SOURCE BY CITY TRUCKS UNIT PRICE PER TON	\$_____	\$_____
8.	1,300 TONS	1 1/4 " CRUSHED STONE DELIVERED UNIT PRICE PER TON	\$_____	\$_____
9.	1,400 TONS	MEDIUM PROCESS AGGREGATE (3/4" PROCESS STONE) PICKED UP AT SOURCE BY CITY TRUCKS UNIT PRICE PER TON	\$_____	\$_____
10.	13,000 TONS	MEDIUM PROCESS AGGREGATE (¾" PROCESS STONE) DELIVERED UNIT PRICE PER TON	\$_____	\$_____
11.	1,200 TONS	COURSE PROCESS AGGREGATE (1 1/4" PROCESS STONE) PICKED UP AT SOURCE BY CITY TRUCKS UNIT PRICE PER TON	\$_____	\$_____

#	QTY	ITEM DESCRIPTION	UNIT PRICING	EXTENSION
12.	7,000 TONS	COURSE PROCESS AGGREGATE (1 1/4" PROCESS STONE) DELIVERED UNIT PRICE PER TON	\$_____	\$_____
13.	2,000 TONS	CLASS 1 BITUMINOUS CONCRETE PICKED UP AT SOURCE BY CITY TRUCKS UNIT PRICE PER TON	\$_____	\$_____
14.	5,000 TONS	CLASS 2 BITUMINOUS CONCRETE PICKED UP AT SOURCE BY CITY TRUCKS UNIT PRICE PER TON	\$_____	\$_____
15.	100 TONS	CLASS 4 BITUMINOUS CONCRETE PICKED UP AT SOURCE BY CITY TRUCKS UNIT PRICE PER TON	\$_____	\$_____
16.	600 TONS	CLASS 5B COLD PATCH PICKED UP AT SOURCE BY CITY TRUCKS UNIT PRICE PER TON	\$_____	\$_____
17.	100 TONS	CLASS 5B COLD PATCH DELIVERED UNIT PRICE PER TON	\$_____	\$_____
18.	100 TONS	SAND BEDDING PICKED UP AT SOURCE BY CITY TRUCKS UNIT PRICE PER TON	\$_____	\$_____
19.	400 TONS	SAND BEDDING DELIVERED UNIT PRICE PER TON	\$_____	\$_____
20.	100 CUBIC YARDS	CITY APPROVED TOPSOIL PICKED UP AT SOURCE BY CITY TRUCKS UNIT PRICE PER CUBIC YARD	\$_____	\$_____
21.	700 CUBIC YARDS	CITY APPROVED TOPSOIL DELIVERED UNIT PRICE PER CUBIC YARD	\$_____	\$_____
22.	500 CUBIC YARDS	SCREENED TOPSOIL 3/8" IN OVERALL DIMENSIONS PICKED UP AT SOURCE BY CITY TRUCKS UNIT PRICE PER CUBIC YARD	\$_____	\$_____

#	QTY	ITEM DESCRIPTION	UNIT PRICING	EXTENSION
23.	2,000 CUBIC YARDS	SCREENED TOPSOIL 3/8" IN OVERALL DIMENSIONS DELIVERED UNIT PRICE PER CUBIC YARD	\$ _____	\$ _____
24.	300 CUBIC YARDS	SCREENED TOPSOIL 1/4" IN OVERALL DIMENSIONS PICKED UP AT SOURCE BY CITY TRUCKS UNIT PRICE PER CUBIC YARD	\$ _____	\$ _____
25.	1,000 CUBIC YARDS	SCREENED TOPSOIL 1/4" IN OVERALL DIMENSIONS DELIVERED UNIT PRICE PER CUBIC YARD	\$ _____	\$ _____
26.	3,000 TONS	SCREENINGS DELIVERED TO CITY HIGHWAY GARAGE UNIT PRICE PER TON	\$ _____	\$ _____
27.	1,000 TONS	SCREENINGS DELIVERED TO VARIOUS CITY LOCATIONS UNIT PRICE PER TON	\$ _____	\$ _____
28.	1,000 TONS	SCREENINGS PICKED UP AT SOURCE BY CITY TRUCKS UNIT PRICE PER TON	\$ _____	\$ _____

THE UNDERSIGNED HAVE EXAMINED AND CAREFULLY READ THE INFORMATION FOR BIDDERS, THE GENERAL CONDITIONS AND SPECIFICATIONS. THE UNDERSIGNED AGREES THAT HE WILL CONTRACT WITH THE CITY OF MIDDLETOWN, CONNECTICUT, IN THE FORM OF AN AGREEMENT. THIS BID IS SUBMITTED WITH THE UNDERSTANDING THAT IT CANNOT BE WITHDRAWN FOR THIRTY (30) DAYS AFTER THE DATE SET FOR BID OPENING.

THE TOTAL SUM OF BID ITEMS #1-28 INCLUSIVE SHALL BE:

_____ (\$ _____)

Written figures

BASED UPON ANNUAL REQUIREMENTS AS DETERMINED BY THE ENGINEER'S ESTIMATE.

The following information is required. Please see Pg. 22, #4 under "Special Conditions"
If Additional Facilities need to be identified, please attach a separate listing. Mileage calculations will be verified by the City using MAPQUEST. Attach a copy if possible.

FACILITY INFORMATION FOR PICKED UP MATERIALS:

NAME OF FACILITY: _____

ADDRESS OF FACILITY: _____

DISTANCE FROM CITY YARD: _____ (IN MILES)

IDENTIFY PRODUCTS AVAILABLE: _____

PLEASE STATE DELIVERY TIME: _____ **(HOURS FROM NOTIFICATION)**

Certification Letter is enclosed: _____ or _____
YES NO

Please check here, attach original letter to the bid form.
Refer to Pg. 22, #2, "Material Certification"

PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank. Thank you.

Date: _____

Corporation Name (if applicable)

Company Name

Mailing Address:

Payment Address (If different from mailing addr.):

Address

Address

City, State and Zip

City, State and Zip

FEIN NUMBER: _____ -- _____

Type of Organization: _____ **Individual / Sole Proprietor**
(Please Check One)

_____ **Limited Liability Company**

_____ **Corporation**

Contact Information

Contact Name: _____ **Title:** _____

Additional Contact: _____ **Title:** _____

Phone Number: _____ **Fax:** _____

Email Address: _____

Website: _____

SIGN HERE: I hereby certify that the above information is correct.

Print or Type Name & Title

Signature

Date

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN (PAGE 29)

CITY OF MIDDLETOWN CONNECTICUT

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

- I. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other bidder of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition; and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date _____

Signed

Company

Address

Telephone Number

EXHIBIT A - INSURANCE REQUIREMENTS

#2014-023

Road Materials & Screenings at Various Locations

A. GENERAL REQUIREMENTS:

The **BIDDER** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **BIDDER'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **BIDDER** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **BIDDER'S** responsibility under this contract.

The **BIDDER**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as an Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverages. Coverage is to be provided on a primary, noncontributory basis. Upon request, the **BIDDER** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

In order to facilitate this requirement for insurance, it is recommended that the BIDDER forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The **BIDDER** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$100,000 Each Accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

(2) Commercial General Liability Insurance -

The **BIDDER** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) **Business Automobile Liability Insurance -**

The **BIDDER** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

C. SUBCONTRACTOR REQUIREMENTS:

The **BIDDER** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **BIDDER** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **BIDDER** shall require that the City of Middletown be named as Additional Insureds on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **BIDDER** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

**INSURANCE LANGUAGE
APPROVED AS TO FORM:**

RISK MANAGER'S OFFICE

**June 27, 2014
DATE**

Bid Return Label

Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.

Official Bid Documents Enclosed:

**Bid # 2014-023 Road Materials and Screenings at Various Locations –
Various Departments**

Return Date: Thursday, October 9, 2014 at 11:00 am

**City of Middletown Purchasing Department
Municipal Building Room 112
245 DeKoven Drive
Middletown, CT 06457**

